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INSTITUTE OF MANAGEMENT

EMERSON UNIVERSITY

AGREEMENT

1989 - 1992

EMERSON CAFETERIA WORKERS

AND

THE EMERSON BOARD OF EDUCATION

Dated: June 26, 1989  
Caf

September 1, 1989 to June 30, 1992

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ARTICLE I

- Recognition -

- A. The Board of Education recognizes the Emerson Cafeteria Workers Association as the exclusive and sole representative for collective negotiations, as defined in Chapter 123 of 1974 of the Laws of the State of New Jersey, concerning the terms and conditions of employment for all cafeteria workers employed by the Emerson Board of Education and working in the schools.
- B. The term "employee" when used hereinafter in this Agreement, shall refer to all cafeteria employees represented by the above-named Emerson Cafeteria Workers Association.

## ARTICLE II

### - Negotiation Procedures -

1. The Board of Education agrees to enter into collective negotiation with the Emerson Cafeteria Workers in accordance with Chapter 123 of the State of New Jersey. Such negotiations shall not begin later than November 1st (unless mutually agreed to by the parties hereto) of the school year in which this Agreement shall expire. Any Agreement so negotiated shall apply to all certified personnel as indicated in Article I, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.
2. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be prepared to make proposals, consider proposals and make counter proposals in the course of negotiations with the aim of reaching tentative agreements which can be carried back to their respective bodies for approval.
3. This Agreement shall not be modified in whole or in part except by an instrument in writing duly executed by both parties.

### ARTICLE III

#### - Association Rights -

- A. The Association shall be permitted to use school facilities and equipment, including typewriters, mimeographing machines, and all types of audio-visual equipment with prior approval of the building principal, which approval shall pay the reasonable cost of all materials and supplies incident to such equipment or facilities as a result of such use.
- B. The Association shall be permitted the use of the inter-school mail facilities and school mail boxes providing a copy of the content(s) shall be simultaneously submitted to the appropriate building principal(s).
- C. The Board shall, within a reasonable time, prior to entering into any contract which will result in cafeteria services being provided or supervised by any person or person, organization, group, or company other than properly certificated persons directly employed by the Board, offer the Association an opportunity to express its view regarding the issues at hand.
- D. The Board agrees to furnish the Association, in response to reasonable requests, all available information which is in the public domain.
- E. Whenever an Emerson employee and/or his Association representative participates during working hours in grievance proceedings, he shall suffer no loss in pay.
- F. The Association shall be allowed to install a telephone in a school building in the name of the Association and at the expense of the Association. Placement shall be determined by the Superintendent in consultation with the Emerson Education Association president.
- G. The rights and privileges of the Association and its representatives as set forth under Article III of the Agreement shall be granted only to the Association as the exclusive representative of the secretaries and clerks.

## ARTICLE IV

### - Employee Rights -

- A. Employees shall not be discriminated against, coerced, or reprimanded, by virtue of their exercise of any and all legal rights.
- B. Any question concerning the professional competence of an employee or criticism of his methodology by a supervisor, administrator, or board member shall be made in confidence and not in the presence of students, parents, or other public gatherings.
- C. No employee shall be prevented from wearing pins or similar identification of membership in the Association or its educational affiliates.
- D. Whenever any employee is required to appear before the Superintendent, Board, or any committee thereof, concerning any matter which would adversely affect the continuation of that employee in his office, position, or employment, or his salary or any increments pertaining thereto, then he shall be given reasonable prior notice of the purpose for such meeting or interview and shall be entitled to have a representative present to advise him and represent him during such meeting or interview.
- E. In the event that circumstances compel a reduction in the professional staff, the Superintendent shall make the necessary reductions according to the principle of seniority.
- F. Reduction in force (layoff) shall not be made for arbitrary and capricious reasons and shall be in compliance with the laws of the State of New Jersey.
- G. Seniority for the purpose of this Article concerning reduction in force, shall be defined as continuous employment time in the Emerson School System.
- H. Employees shall have access to their personnel files. Nothing will be placed in an employee's file without the employee being given a copy. Employees shall have the right to respond in writing to anything placed in their files. Persons inspecting an employee's personnel file will log in their names and dates of inspections.
- I. Employees shall be notified of rehiring by April 30th of the preceding year.
- J. Early Retirement Incentive - if a member retires before Age 62, the Board agrees to pay BC/BS until medicare age.

- K. In the event there is a need for a reduction in working hours, it must be approved by the Superintendent of Schools.
- L. In the event there is an opening or a new position created in the cafeteria staff of the Emerson School System, all qualified employees of the system shall be given adequate opportunity to make application. Notice of such position shall be posted on the bulletin board of each school.
- M. No employee shall be required to work in a school building without a custodian or other authorized school personnel on the premises.

## ARTICLE V

### 1989-92 Cafeteria Salary Guide

#### Salaries

1. All cafeteria employees are to be paid on an hourly basis.
2. The salaries for the current years shall be based upon the following schedule:

<u>Position</u>	<u>Year Employed</u>	<u>Salaries Per Hour</u>		
		1989-90	1990-91	1991-92
Asst. Cook (AH)	1963	\$9.40	\$10.50	\$11.70
General Worker (MF)	1963	\$9.40	\$10.50	\$11.70
General Worker (ML)	1966	\$8.65	\$ 9.65	\$10.75
General Worker (MF)	1977	\$7.20	\$ 8.05	\$ 8.95

#### Longevity

After ten (10) years of service, beginning with the eleventh (11th) year through the twentieth (20th); \$25.00 per year will be given up to \$300.00 per year..

3. All monies due employees as vacation pay shall be paid to employees on or before eve of such vacation.
4. For the purpose of designated savings plans, employees covered by this Agreement may individually elect to have a percent of their monthly salary deducted from their pay.
5. Benefits:

100% Blue Cross/Blue Shield, Rider J	Full Family
100% Major Medical	Full Family
100% Dental (if eligible)	Full Family
\$3.00 Prescription Plan	Full Family

All benefits begin after a three (3) month probationary period has been satisfied.

6. It is hereby agreed by the parties hereto that the annual employment contract may at any time be terminated by either party giving to the other party 30 days' notice in writing of intention to terminate the same, but that in the absence of any provision therein for a definite numbers of days' notice, said contract shall run for the full term named herein.



## ARTICLE VI

### - Sick Leave -

1. Each employee shall be entitled to ten (10) sick days each year.
2. Unused sick leave days shall be accumulated.
3. The day's pay shall be based upon the number of hours the employee regularly works each day.
4. A full day's pay if employee leaves due to illness.
5. Any employee who is ill beyond his accumulated sick leave time may apply to the Superintendent for extended leave benefits. The Superintendent will make a recommendation to the Board. The Board, within its discretion, may accept, reject, or modify the Superintendent's recommendation.

## ARTICLE VII

### - Leaves of Absence -

Cafeteria employees are entitled to personal day leaves as follows:

1. Persons employed ten years and over, four days (4);
2. Person employed three years and over, three days (3);
3. Persons employed less than three years, two days.

Personal - leave of absence for personal, legal business, household or family matters and religious holidays which require absence during school hours and any other areas not covered, may be granted after application to and at the discretion of the Superintendent.

Application to the Cafeteria Manager and the Building Principal for personal leave shall be made at least five (5) days before such leave is to start, (except in the case of emergencies) and the applicant for such leave shall be required to state which of the reasons mentioned above is being used for requesting leave.

Death in Family - A minimum of three (3) consecutive days in the event of the death of a spouse or child. The duration of this leave shall be left to the reasonable discretion of the Superintendent of Schools.

In the event of the death of any other member of the employee's family, leave may be granted at the discretion of the Superintendent of Schools.

In any event, the final approval or disapproval shall be made at the discretion of the Superintendent of Schools.

### Extended Leaves of Absence

1. Illness in Family - A leave of absence without pay may be granted for the purpose of providing care for a sick member of the immediate family.
2. Adoption - Any employee adopting a child, shall, upon sixty (60) days' prior written notice to the Superintendent, be granted a leave of absence without pay for a period of up to eighteen (18) months, commencing upon his receiving de facto custody of said child. It is understood that any employee granted such leave shall return on either the beginning of a new school year or upon the beginning of a semester only. Said employee shall give a minimum of ninety (90) day's written notice to the Superintendent prior to his return to the staff.

3. Maternity Leave

a. The Board may grant maternity leave to any employee upon request providing such employee give notice to the Superintendent in writing sixty (60) days before the commencement of said leave.

b. Said employee shall be granted up to eighteen (18) months leave without pay. This period of time may be extended by mutual consent.

4. Other Leaves of Absence - Other leaves of absence without pay may be granted at the discretion of the Board of Education.

ARTICLE VIII

- Pay for Non-Scheduled Closings -

1. Employees after the first year of service shall be paid on days that schools are closed with the approval of the Superintendent due to the following:
  - a. Inclement weather
  - b. Lack of heat
  - c. Election
  - d. Any other non-scheduled closing
2. The day's pay shall be based upon the number of hours the employee regularly works each day.

ARTICLE IX

- Vacation Pay -

1. Each employee after three years of service shall be entitled to five (5) days pay which is to be considered vacation pay.
2. Each employee with less than three years service shall be entitled to three (3) days' pay which is to be considered vacation pay.
3. The amount is to be based upon the number of hours each employee regularly works each day.

## ARTICLE X

### - Holidays -

1. Each employee shall be entitled to the following paid holidays if school is not in session.

LABOR DAY  
THANKSGIVING DAY  
DAY AFTER THANKSGIVING  
CHRISTMAS EVE  
CHRISTMAS DAY  
NEW YEAR'S EVE  
NEW YEAR'S DAY

LINCOLN'S BIRTHDAY  
WASHINGTON'S BIRTHDAY  
GOOD FRIDAY  
MEMORIAL DAY  
COLUMBUS DAY

2. The Emerson Board of Education guarantees twelve (12) paid holidays.
3. The amount is to be based upon the number of hours each employee regularly works each day.
4. In the event a holiday falls on a Saturday, Sunday, or a day when school is in session, employees shall receive a compensatory day when school is not in session.
5. Overtime rates shall be:
  1. Time and one-half for Monday through Saturday
  2. Double time for emergencies on Sundays and holidays

For the purpose of determining the work week, sick days, personal days, and holidays, and other Board-approved leaves shall be counted in determining the work week.

#### Call Back Time:

If an employee is called back to work after completing his/her regular working hours, and before the beginning of his/her next shift; and, employees call in to work on Saturday, Sunday, or holidays, he/she shall be guaranteed a minimum of three (3) hours at the proper rate of pay.

## ARTICLE XI

### - Uniforms -

1. Each cafeteria employee shall be reimbursed for one uniform in the first year of service, not to exceed approximately \$25.00.
2. Each cafeteria employee beginning with the second year shall be reimbursed for two uniforms, not to exceed approximately \$50.00.
3. A receipt shall be given to the Cafeteria Manager before reimbursement can be made.

ARTICLE XII

- Physicals -

Each employee shall be reimbursed for the required physical for employment, after the probationary period of three months has been satisfied.



## ARTICLE XIII

### - Grievance Procedure -

#### Definitions

The term "grievance" means a complaint by any employee that, as to him, there has been an inequitable, improper, or unjust application, interpretation, or violation of a policy, agreement, or administrative decision affecting said employee.

The term "grievance" and the procedure relative thereto, shall not be deemed applicable in the following instances:

- a. the failure or refusal of the Board to renew the contract of a non-tenured employee;
- b. in matters where the Board is without authority to provide a remedy.

In the following instances, an employee shall have the right to invoke the grievance procedure up to a hearing before the Board of Education, and upon a decision being made by the Board, the procedure thereafter shall be by petition filed with the Commissioner of Education:

- a. in matters where a method of review is prescribed by law or by any rule, regulation, or bylaw of the State, Commissioner of Education, or the State Board of Education.
- b. in matters where the Board contends that it has the sole and unlimited discretion to act.
- c. in matters where the discretion of the Board may not be unlimited but where, after the exercise of such discretion, a further review of the Board's action is available to employees under provisions of State Law.

The term "representative" shall include any organization or other person authorized or designated by any employee or any group of employees or by the Board to act on its behalf and/or their behalf to represent it or them.

The term "employee" shall mean those employees recognized in Article I RECOGNITION, and shall include a single employee or a group of employees.

The term "immediate superior" shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization prevailing in this school district.

The term "party" within the context of this provision means an aggrieved employee, his immediate superior, the school principal or any staff member below the Superintendent who may be affected by the decision of the Superintendent in connection with the

procedure herein established.

#### Procedure

1. An aggrieved employee shall institute action under the provisions hereof within thirty (30) calendar days of the occurrence complained of, or within thirty (30) calendar days after he would reasonably be expected to know of its occurrence. Failure to act within said thirty (30) calendar days period shall be deemed to constitute abandonment of the grievance. In the event the aggrieved employee has been absent from school due to a single illness, the period during which action may be instituted shall be extended for a period equal to such length of consecutive absence, except that no action shall be instituted later than ninety (90) calendar days after the occurrence which gave rise to the grievance.
2. An employee processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal.
3. In the presentation of a grievance, the employee shall have the right to present his own appeal or to designate a representative to appear with him at any step in his appeal. Notwithstanding anything herein contained to the contrary, a minority organization shall not have the right to present or process a grievance.
4. Whenever the employee appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance.
5. An employee shall first take his grievance, in writing, to his immediate supervisor. When the immediate supervisor is below the rank of Principal, the Principal shall be notified simultaneously, in writing, and shall have the right to be present at, and to participate in, said hearing. The time periods indicated shall commence when the immediate supervisor receives the written grievance. A decision shall be rendered within five (5) calendar days of said hearing.
6. If the grievance is not resolved to the employee's satisfaction, and the employee wishes to proceed further, then, within five (5) calendar days from the decision referred to in Paragraph 5 above, the employee shall submit his grievance to the Superintendent of Schools in writing specifying: (a) the nature of the grievance; (b) the results of the previous hearing; and (c) the basis of his dissatisfaction with the decision.
7. A copy of the writing called for in Paragraph 6 above, shall be furnished to the school principal and to the immediate superior of the aggrieved employee.

8. Within ten (10) calendar days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Superintendent shall hold a hearing at which all parties in interest shall have the right to be heard.
9. Within ten (10) calendar days of said hearing (unless a different period is mutually agreed upon), the Superintendent shall, in writing, advise the employee and his representative, if there be one, of his decision and shall forward a copy of said decision to the school principal and to the immediate superior of the aggrieved employee.
10. In the event of the failure of the Superintendent to act in accordance with the provisions of Paragraphs 8 and/or 9, or in the event his decision, in accordance with the provisions thereof is deemed unsatisfactory by either party, the dissatisfied party, within ten (10) calendar days of the failure of the Superintendent to comply with Paragraphs 8 and 9 hereof, or within ten (10) calendar days of his decision, may appeal to the Board of Education.
11. Where an appeal is taken to the Board, there shall be submitted by the appellant: the writing set forth in Paragraphs 6 and 9 hereof, and a further written statement setting forth the appellant's dissatisfaction with the Superintendent's decision, if that be the case. A copy of all writings shall be furnished to the Superintendent and to the adverse party.
12. If the appellant, in his appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may on its own, conduct a hearing with the grievant, his representative and the adverse party invited to be present, or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties, who shall have the right to reply thereto. Where the appellant requests in writing a hearing before the Board, a hearing shall be held within a reasonable time thereafter.
13. The Board shall render a decision within thirty (30) days from the receipt of the grievance and shall, in writing, notify the employee, his representative if there be one, the principal, and the Superintendent of such decision. This time period may be extended by mutual agreement of the parties.
14. In the event an employee is dissatisfied with the decision of the Board, he shall have the right to request advisory arbitration pursuant to rules and regulations established by the Public Employment Relations Commission under the

provisions of Chapter 123 of 1974. A request for advisory arbitration shall be made no later than fifteen (15) calendar days following the decision of the Board.

Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved employee and the Board shall mutually agree upon a longer time period within which to assert such request. In the event the aggrieved employee has been absent from school due to a single illness, the period during which the action may be instituted shall be extended for a period equal to such length of consecutive absence, except that in no event shall such period exceed ninety (90) calendar days.

In the event of arbitration, the costs of the arbitrator's services shall be shared by the parties and each of the parties shall bear their own costs.

15. In any case, where a grievance is based upon the direct order, ruling, or decision of the Superintendent, the aggrieved employee may appeal directly to the Board within ten (10) calendar days of the issuance of said order, ruling, or decision, or within ten (10) calendar days of the time when same has been brought to the employee's attention, by filing with the Secretary of the Board, a writing setting forth:

- a. The order, ruling, or decision complained of;
- b. The basis of the complaint; and
- c. A request for a hearing, if a hearing is desired.

A copy of the writings set forth above shall be served upon the Superintendent who shall have the right to reply in writing thereto. A copy of such reply, if any, shall be served upon the aggrieved employee.

16. Upon receipt of a grievance filed under the provisions of Paragraph 15, above, the procedure shall be as set forth in Paragraphs 12 and 13 hereof.
17. All employees shall be entitled to resort to the full procedure hereinabove set forth.
18. It is agreed that in the event a grievance is filed after April 30, all parties shall make a concerted effort to accelerate the time sequence so that the grievance procedure may be completed prior to the end of the school year or as soon thereafter as is practicable.

## ARTICLE XIV

### - Service Recognition -

The Emerson Board of Education will recognize outstanding dedicated employees who have served the Emerson Public Schools for 20 or more consecutive years upon their retirement from education by awarding them \$75 per year of such full-time service.

Outstanding dedicated employees in any given year, are those individuals who have received all satisfactory ratings on all annual evaluations and who have contributed to the broad range of school activities by participating on established or available committees or as paid or unpaid advisors to recognized student activities.

Any unsatisfactory rating on any annual evaluation shall cause the employee to lose the \$75 bonus credit for that year. Any letter of reprimand issued by the Board of Education or Superintendent, or withholding of increment in any employee's years of service, will disqualify the employee from that year's \$75 bonus credit.

The maximum service bonus to any employee shall be \$2,000.00.

Employees may elect to pay for any or all of their benefits after retirement at the group rate.

ARTICLE XIV

- Duration of Agreement -

This Agreement shall be in effect as of September 1, 1989, and shall continue until June 30, 1992. This Agreement shall continue in full force and effect with all attendant benefits until a successor Agreement is satisfied by the Board and the Association.

EMERSON CAFETERIA WORKERS

EMERSON BOARD OF EDUCATION

BY: \_\_\_\_\_

\_\_\_\_\_

BY: \_\_\_\_\_

*Vickie M. Fialato*  
School Business Administrator